



Crown
Commercial
Service

**Call Off Order Form for
Management Consultancy Framework Two
RM6008**

Provision of Defra Group Management Consultancy
Support Arrangements – Lot 2 Transformation &
Programme Delivery

To

Defra Group

From

KPMG LLP

Contract Reference **28595**

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Defra Group Management Consultancy Support Arrangements - Lot 2 Transformation & Programme Delivery** dated **17/05/2021**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Contract Number	28595
From	Defra Group ("CUSTOMER")
To	KPMG LLP ("SUPPLIER")
Date	17/05/2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26/05/2021
1.2.	Expiry Date: End date of Initial Period: 25/05/2024 End date of Extension Period: First 12 Month Optional Extension – 25/05/2025 Second 12 Month Optional Extension – 25/05/2026 Minimum written notice to Supplier in respect of extension: 30 Days

2. SERVICES

2.1	Services required: Call Off Schedule 2 (Services) See Appendix A – Statement of Requirements.
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3. PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan) Not Applied
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4. CONTRACT PERFORMANCE

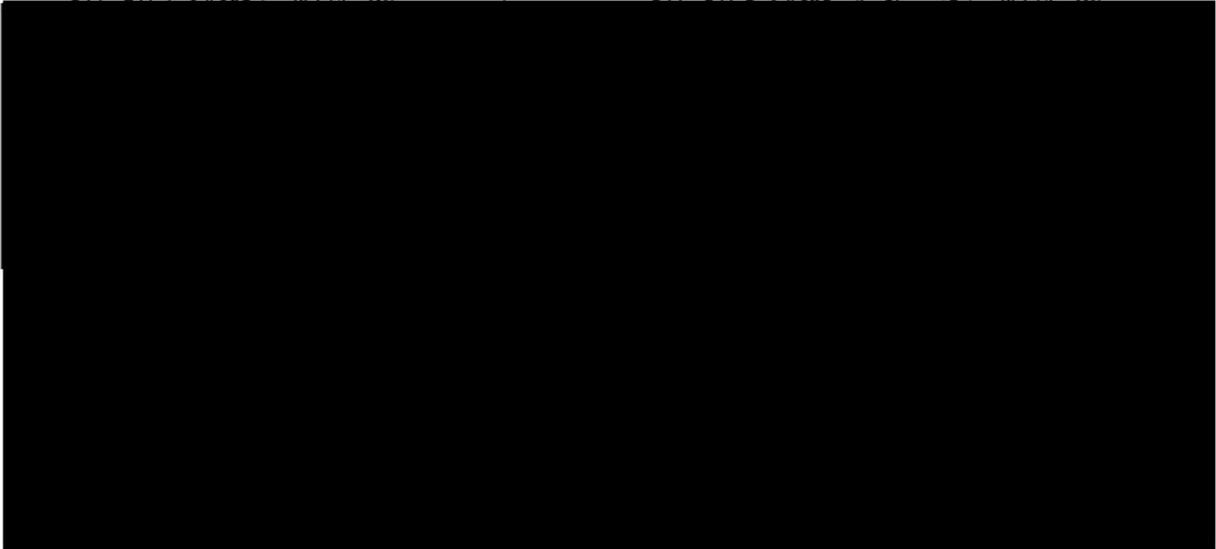
4.1.	Standards: In Clause 11 of the Call Off Terms See Appendix A – Statement of Requirements.
4.2	Service Levels/Service Credits: See section 11 of Appendix A – Statement of Requirements.
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See section 11 of Appendix A - Statement of Requirements.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <u>Customer</u> [Redacted] [Redacted] [Redacted] <u>Supplier</u> [Redacted]
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5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>As per Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing</p> <p>PLEASE NOTE: As per section 9.2, KPMG consider all components of this contract pricing to be commercially sensitive and exempt from disclosure under the Freedom of information Act</p>  <p>2000 and/or the Freedom of Information (Scotland) Act 2002 on the basis of this commercial sensitivity.</p>
6.2	<p>Payment terms/profile</p> <p>Monthly in arrears based on Defra agreed and signed-off delivery of project milestones or any other commercial model as defined via each Project Engagement Letter.</p> <p>30-day payment terms apply.</p> <p>Payment via BACS.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted.</p> <p>Expenses to the base location as determined for each individual assignment should be included in the rates. Expenses to other locations will be paid in line with the Client Departments Travel and Subsistence policy and must be approved in advance.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be sent electronically to </p>

6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Contract Term including any extension options and any termination assistance period.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off As per paragraph 9 of Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call As per paragraph 10 of Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: <ul style="list-style-type: none"> Lot 2 Transformation & Programme Delivery - Up to £15,000,000 (across three suppliers). Expected to be up to £5,000,000 per supplier.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off terms
7.3	Insurance As per Framework Schedule 14 (Insurance Requirements): <ul style="list-style-type: none"> Third Party Public & Products Liability Insurance – Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum. Professional Indemnity Insurance - Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum. UK employers' liability insurance and motor third party liability insurance – required to meet obligation under applicable law in full.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management:

	Call Off Schedule 9 (Exit Management) shall be amended as follows: The notice period for projects shall be specified on a case-by-case basis and will be linked to the duration of that specific project. The minimum notice period shall be no less than 5 working days.
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: PLEASE NOTE: KPMG consider all components and information within our response in Appendix B to be exempt from disclosure under the Freedom of information Act 2000 and/or the Freedom of Information (Scotland) Act 2002 on the basis that it is commercially sensitive. The same applies to the call off contract charges detailed in 6.1 which are also commercially sensitive as per Clause 35.4 Transparency and Freedom of Information.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 29/01/2021 Recital D - date of receipt of Call Off Tender: 05/03/2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: As per Call Off Schedule 7 short form security requirements (Security). Each individual assignment would be subject to the individual department's Security Policy as directed by the Project Engagement Letter.
10.4	ICT Policy: If an ICT Policy is required, it will be directed by the Project Engagement Letter.
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include: a) a systematic description of the envisaged processing operations and the purpose of the processing;

	<p>b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;</p> <p>c) an assessment of the risks to the rights and freedoms of Data Subjects; and</p> <p>d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Defra Group Commercial, [REDACTED].</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>e-mail: [REDACTED]</p> <p>Supplier's postal address and email address:</p> <p>Postal Address: KPMG LLP, [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Please also include the following on copy</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not Applied</p>
10.12	<p>Call Off Tender:</p> <p>Schedule 16 (Call Off Tender)</p> <p>See Appendix B (attached as separate file)</p>
10.13	<p>Publicity and Branding (Clause 36 of the Call Off Terms)</p> <p>In addition to Clause 36.3.2, the Supplier shall:</p> <p>Not take any information offsite nor work offsite on the client department's information, without the prior approval of the client department.</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Not applicable</p>

10.15 Processing Data

Call Off Schedule 17

1. The contact details of the Customer Data Protection Officer are:
Defra Data Protection Officer
[REDACTED]
2. The contact details of the Suppliers Data Protection Officer are:
[REDACTED]
[REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	[REDACTED]
Date:	17/05/2021
Description of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names

		<p>Job Title Compensation Tenure InformationQualifications or Certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination Contract type Compensation data Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave</p>
	<p>Categories of Data Subject</p>	<p>Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users</p>
<p>10.16</p>	<p>MOD DEFCONs and DEFFORM</p>	

	Not Applied
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FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	21 May 2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	